

ADVERTISING AND SPONSORSHIP AGREEMENT

THIS ADVERTISING AND SPONSORSHIP AGREEMENT ("Agreement"), dated as of January 3, 2012, is entered into by and between Global Spectrum, L.P., organized under the laws of the State of Delaware ("Operator"), as agent on behalf of Polk County ("Owner"), and Community Choice Credit Union, a 501(c)(14) organized under the laws of Iowa ("Sponsor").

WITNESSETH:

WHEREAS, Owner owns a multi-purpose convention center in Des Moines, Polk County, Iowa formerly known as Veterans Memorial Auditorium (the "Facility") for the purpose of holding various public events and other attractions which may be scheduled therein; and

WHEREAS, Owner has the right to designate the name of the Facility and to license such right to others (the "Advertising and Sponsorship") and to sell and grant certain other Sponsorship, promotional, advertising and similar rights and benefits associated with the Facility (the "Facility Advertising Rights"); and

WHEREAS, Sponsor is engaged in the business of Credit Union / Banking (the "Product Category") and desires to promote its business through an association with the Facility, and Owner is willing to grant to the Sponsor the Facility Advertising and Sponsorship Rights, all subject to the terms and conditions set forth herein; and

WHEREAS, subject to Owner's approval, Owner has authorized Operator to enter into agreements with respect to the Facility Advertising and Sponsorship Rights on Owner's behalf.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties hereby mutually agree as follows:

1. LICENSE OF NAME. Owner hereby grants to Sponsor exclusively the Advertising and Sponsorship Rights during the Term (as defined hereinafter), on the conditions contained in this Agreement.

2. NAME OF FACILITY; LOGO.

(a) Sponsor hereby names the Facility "Veterans Memorial -Community Choice Credit Union Convention Center" (the "Facility Name"), subject to the approval of the Owner. The Facility will continue to be so named for the Term of this Agreement, or until Sponsor renames the Facility in the manner and subject to the terms provided in this Agreement, or until this Agreement is terminated in the manner herein provided.

(b) Following the date hereof, the parties shall jointly develop a Facility logo, which shall include the Facility Name ("Facility Logo"). The Facility Logo shall be subject to the mutual agreement of the parties and the County. After development and approval of the Facility Logo by the parties and the County, the Facility Logo shall be attached to this Agreement as Exhibit A hereto, which Exhibit shall then be signed by the parties hereto.

3. TERM.

(a) This Agreement is effective and enforceable upon execution by the parties. The term of this Agreement ("Term") shall commence as of January 3, 2012 and shall expire on December 31, 2021. The period beginning on January 3, 2012 and ending on December 31, 2012, and each successive twelve (12) month period thereafter from January 1 to December 31 during the Term, is sometimes referred to herein as a "Contract Year".

(b) Provided that Sponsor is not in default hereunder, Sponsor shall have the exclusive right to negotiate for the purchase, upon expiration of the Term, of the several rights (or similar rights) which are the subject of this Agreement, as set forth in this Section 3(b). In the event Sponsor desires to exercise such right, it shall so notify Operator in writing no later than the date which is eighteen (18) months prior to the expiration of the Term. Within a reasonable period of time after receipt of such notice, Operator shall send written notice to Sponsor setting forth its proposal regarding the terms and conditions of such agreement (including term, elements and costs). Operator shall thereafter negotiate with Sponsor, in good faith, up to the date which is one (1) year prior to the date of expiration of the Term with respect thereto. In the event that Sponsor and Operator do not reach agreement on the terms of an extension by such date, then Operator shall be free to negotiate and contract with any third party(ies) in respect of all or any of the various rights and benefits granted in this agreement, on such terms and conditions as Operator and such third party(ies) shall then agree, and this agreement shall terminate upon expiration of the then-current Term.

4. ANNUAL FEE.

(a) As consideration for the various rights granted by Owner to Sponsor hereunder, Sponsor shall pay to Owner each Contract Year an annual fee ("Annual Fee") in accordance with the following schedule:

<u>Contract Year</u>	<u>Annual Fee</u>
	\$250,000*
	\$250,000
	\$250,000
	\$250,000
	\$250,000
	\$250,000
	\$250,000
	\$250,000

\$250,000
\$250,000

*With respect to the Annual Fee for the first (1st) Contract Year's fee, Twenty-Five Thousand Dollars (\$25,000) of such fee shall be paid by the Sponsor in the form of a donation made directly to the US Veteran Affairs for Local Veterans Outreach (the "Donation"). Such Donation will be presented at the anticipated December, 2011 press conference at which the Facility renaming is announced. The Donation shall be a one-time event, and all other Annual Fees shall be paid directly to Owner.

(b) The Annual Fee for the first Contract Year shall be payable as follows: (i) \$125,000 upon execution of this Agreement (\$25,000 of which shall be the Donation), and (ii) \$125,000 on or before June 15, 2012.

(c) The Annual Fee for Contract Years 2 through 10 shall be payable in two (2) equal installments, with the first such installment due on or before January 15, and the balance due on or before June 15, of each Contract Year.

(d) All Annual Fee payments due hereunder shall be made by Sponsor by wire transfer, check or bank draft, payable to Owner or its designee at its designated address, upon receipt of invoice no later than the dates set forth above. All sums quoted are net of any agency fees, commissions or the like that may be payable by Sponsor to its advertising and media agencies (if any) and any applicable taxes (if any). Sponsor's billing address is:

8404 NW 62nd Avenue
Johnston, IA 50131
Attn: Josh Cook
Tel: 515-334-8141 Fax: 515-334-8150

(or such other address as Sponsor may designate in writing in accordance with Subsection 20(c)).

5. USE OF NAME.

During the Term hereof, Owner, when making reference to the Facility (including, without limitation, in its contracts, agreements, arrangements, writings, and communications pertaining to the Facility and to and with the Facility's, licensees and other users, the media and others), shall use the Facility Name and, where applicable, the Sponsor logo, trademark and/or service mark, to the extent it is incorporated into the Facility Name or the Facility Logo (collectively, the "Trademarks"), and shall require Operator and any subsequent Facility operators, and will use reasonable commercial efforts to require Facility users/licensees in their advertising of their Facility events, to refer to and designate the Facility as aforementioned. This required use and designation of the Facility Name and, where applicable, the Facility Logo, shall include, but not be limited to: Internet web sites related to the Facility or referencing the Facility (if any), to the extent controlled by Owner; printed materials generated by or on behalf of Owner with reference to the Facility and its address; advertising by the Facility's users which refers to the Facility; all schedules and admission tickets issued for Facility

events; and all public relations releases issued by or on behalf of Owner; provided, however, that Owner shall not be responsible for any error or omission by third parties. Notwithstanding anything stated herein to the contrary, (a) isolated, inadvertent omissions of the Facility Name by Owner or any other person in connection with the Facility shall not be deemed a violation of this Section, and (b) Sponsor acknowledges that the Facility is part of the Iowa Events Center, which also includes Wells Fargo Arena, Hy-Vee Hall and the Polk County Convention Complex, and Sponsor agrees that Owner, Operator, Facility users/licensees and other parties may, when referring to the Facility together with any other facilities that make up the Iowa Events Center (whether in advertising materials, when a Facility user/licensee is also using other facilities within the Iowa Event Center, or otherwise), refer to the Facility as the Iowa Events Center or part thereof.

6. TRADEMARKS; MERCHANDISING.

(a) Sponsor hereby grants to Operator, Owner, and licensees and their respective agents and Facility contractors, a non-exclusive, nontransferable license to use the Trademarks during the Term of this Agreement and subject to the terms and conditions hereinafter set forth in order to carry out Owner's obligations hereunder. Sponsor shall furnish Owner with pre-approved specimens of such Trademarks for use by the foregoing persons as contemplated hereby, and Owner shall not deviate therefrom (or permit others controlled by Owner to deviate therefrom) without obtaining the prior approval of Sponsor (not to be unreasonably withheld or delayed). Any materials so submitted shall be deemed approved if not expressly rejected within ten days after they are submitted.

(b) Owner shall have the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Facility Name or the Facility Logo (including any Trademarks) or image or both established under this Agreement (the "Merchandising Rights"). Owner may license or permit the commercial marketing or merchandising of the same by others; provided, however, that (i) no Competitor (as defined in Section 7 below) shall be a permitted licensee of the Merchandising Rights; and (ii) Owner shall require its licensees of the Merchandising Rights to use the Facility Name and Facility Logo in a tasteful manner.

(c) Sponsor shall have the right to use the Facility Name or Facility Logo in its advertisements and/or promotions, but only for the limited purpose of publicizing Sponsor's sponsorship of the Facility in connection with Sponsor's own general marketing efforts. All uses of the Facility Name or Facility Logo by Sponsor shall be subject to the prior approval of Owner.

7. EXCLUSIVITY.

(a) Sponsor shall have exclusive advertising; signage and promotional rights with respect to all permanent signage within or at the Facility within the Product Category, and, except as otherwise expressly provided herein, Owner shall not permit any Competitor (defined below) to advertise or promote themselves generally or any products within the Product

Category on permanent signage at the Facility. For purposes of this Agreement, the term "Competitor" shall mean any firm, company or other person other than Sponsor that is engaged in the business of Credit Union / Banking / Consumer and Mortgage Lending.

(b) By way of example and not limitation, because Sponsor's rights to exclusivity within the Product Category are limited to permanent signage within or at the Facility, (i) Owner shall be able to engage, or permit its licensees, promoters or Sponsors of events at the Facility to engage, Competitors as sponsors or advertisers of one-time or limited engagement events at the Facility and, in connection therewith, the display of temporary banners, signs and similar event-specific materials for such Competitor or their products or services shall not be deemed a violation of the grant of exclusivity provided for herein and (ii) hospitality and associated promotional announcements at the Facility for any person (including a Competitor) shall also be permitted.

8. SIGNS, ADVERTISING AND ADDITIONAL RIGHTS.

(a) During the Term, Owner shall provide to Sponsor the advertising, sponsorship and marketing rights and benefits set forth on Exhibit B hereto, subject to the terms and conditions contained herein and in such exhibit.

(b) Signage Evolution and Make-Goods.

(i) Sponsor and Owner acknowledge that signage and advertising opportunities in the Facility may evolve over the course of the Term, and the advertising and sponsorship elements described on Exhibit B may be changed by mutual agreement of the parties. Upon completion of renovation project; Owner has agreed in good faith to allow Sponsor additional signage opportunities with the facility that will be mutually agreed upon.

(ii) In addition, if any of the original elements enumerated on such Exhibit are for any reason discontinued or no longer available, or otherwise if Owner, for any reason, is unable or otherwise fails to provide any of such elements, Owner shall not be deemed in breach hereof, so long as Owner provides "make-good" elements of equivalent value (in the aggregate), as such value is set according to Owner's then applicable rate card. The specific "make-good" elements shall be mutually agreed by the parties.

9. LIMITATIONS ON RIGHTS.

(a) All rights not expressly granted to Sponsor herein are hereby reserved to Owner and the Facility's various present and future tenants and licensees from time to time. Sponsor hereby acknowledges and agrees that Owner has retained the sole and exclusive right to enter into signage and advertising commitments with other parties and cause additional signage and advertising to be displayed throughout and with respect to the Facility, provided only that such signage and advertising does not infringe upon the exclusive rights granted pursuant to Section 7 hereof.

(b) Display and, if applicable, illumination of signage shall be limited to those events for which the Facility is open to the general public for an event, and illumination of signage shall further be limited to those events in which illumination is appropriate. Such display and illumination shall further be subject to any restrictions imposed by any third party event promoters.

10. SIGN AND ADVERTISING PRODUCTION; SIGN MAINTENANCE;
SIGN REPLACEMENT.

(a) All permanent signs and other permanent fabricated references or installations for the Facility Name, Facility Logo or Sponsor enumerated herein shall be initially produced, fabricated and installed at the sole cost and expense of Owner, provided that Sponsor shall be producing the creative for such signage and fabricated references. Except as otherwise contemplated by Section 11, no changes shall be made with respect to Facility Name or Facility Logo signage once it is installed without the mutual agreement of the parties.

(i) In the event Sponsor directs that any advertising signage be changed or rotated/alternated with other Sponsor advertising during the Term, Sponsor shall be responsible for the production and fabrication thereof and for the actual installation/removal expenses incurred by Owner as a result thereof.

(ii) In addition, if Sponsor desires that Owner store any of Sponsor's permanent advertising signage (excluding the permanent kiosks) during the Term, Owner shall store such signage in the Facility (provided that Owner has storage capacity), in exchange for Sponsor's paying a reasonable rental fee to Owner promptly upon receipt of Owners invoice therefore. Owner shall not be responsible or have any liability whatsoever for any loss, damage or theft of such signage while stored by Owner, and Sponsor shall be solely responsible for procuring the necessary coverage to insure against such loss, damage or theft as well as any loss or damage to any persons or the property of the Owner arising out of the storage of Sponsor's signage at the Facility.

(b) Owner at sole expense shall clean and use reasonable efforts to maintain in a state of reasonably good condition and repair, reasonable wear and tear excepted, the Marquee and all other signs identifying the Facility or advertising Sponsor as required by this Agreement after their installation.

(c) (i) In the event Sponsor changes its name or logo or desires to replace the Marquee after its initial installation (to the extent permitted hereunder), Sponsor shall be responsible, at its cost, for the design and production of such replacement Marquee. Once installed, title to any replacement Marquee shall vest with Owner. Any such changes shall be subject to the reasonable approval of Owner and any applicable zoning or other legal requirements.

(ii) With respect to all other advertising and promotions for Sponsor described herein (*i.e.*, other than permanent signage described in Subsection 10(a) above), Sponsor shall furnish the associated advertising and promotional material at its cost and expense and be responsible for all production costs with respect to the advertising and promotional materials which are subjects of this Agreement.

(iii) Owner and its agents shall have the absolute right to approve all signage and other advertising features which are to be furnished by Sponsor hereunder, which approval shall not be unreasonably withheld, and all such material will be considered approved if not expressly rejected by Owner within ten (10) business days after it is submitted.

11. RENAMING.

(a) In the event Sponsor desires to rename the Facility, it shall do so only with the consent of Owner, which consent Owner may in its sole discretion withhold, it being in part the purpose of this Agreement to establish a long term and continuous name for the Facility; provided, however, that, if the renaming occurs in connection with (i) the merger of Sponsor into a third party, or (ii) the sale of all or substantially all of the stock or assets of Sponsor to a third party, then Sponsor shall have the right to rename the Facility upon providing at least one hundred and eighty (180) days prior written notice to Owner (*i.e.*, but without seeking Owner's consent), subject to the provisions of Section 14. Sponsor and Owner shall coordinate the timing of the name change to minimize the costs associated therewith; it being understood that Sponsor shall reimburse Owner for any out-of-pocket costs or expenses Owner incurs as a result of such name change (including without limitation the cost or expense of removing existing signage referencing the Facility Name or Facility Logo, designing and producing new signage (which shall be subject to the approval of Owner) and installing such new signage in or at the Facility).

(b) Notwithstanding anything stated herein to the contrary, (i) in no event may Sponsor rename the Facility more than once during the Term, and (ii) Sponsor will not have the right to rename the Facility if any of the transactions described in clause (i) or (ii) of subsection (a) above, in Owner's reasonable opinion, create or tend to create a negative connotation for, or impair or tend to impair the goodwill of, the Facility. If such an event happens, then Owner may, at its sole option, elect to terminate this Agreement upon giving prior written notice to Sponsor, with such termination to be effective as of the closing date of the above-referenced transaction. Upon any such termination, Owner shall, if applicable, provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the date of such closing.

12. DESTRUCTION OF FACILITY; CESSATION OR INTERRUPTION OF OPERATIONS; CLOSURE OF FACILITY;

(a) If the Facility is wholly or substantially destroyed or condemned, Owner will determine whether or not it will rebuild the Facility within a reasonable time, and Owner will promptly notify Sponsor of Owner's intention in writing. If Owner determines it will rebuild, then the Term shall be extended by an amount of time equal to the time that elapsed between the date of the last event held at the Facility prior to its destruction and the date of the first event held subsequent thereto, to the extent such period exceeds ninety (90) days. If Owner (i) determines it will not rebuild the Facility or (ii) does not substantially rebuild the Facility within eighteen (18) months, then this Agreement shall terminate as of the date of the last event, and, if applicable, Owner shall refund to Sponsor the unearned portion of any Annual Fee paid, based on the termination date.

(b) In addition, upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a *force majeure* not described in Subsection 12(a) above), the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last event held at the Facility prior to the cessation or material interruption of operations and the date of the first event held subsequent thereto, to the extent such period exceeds ninety (90) days.

(c) The Owner retains the right, in its sole discretion, to permanently close or cease operations of the Facility. Any such closure or cessation of operations shall not be deemed a breach of this Agreement by Owner, but Owner shall, if applicable, provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Facility.

13. EFFECT OF EARLY TERMINATION. Upon termination of this Agreement for any reason prior to the end of the Term, Owner shall, within a reasonable time not to exceed ninety (90) days, remove, at its discretion, either the signs bearing the Facility Name and Facility Logo or remove the Facility Name and Facility Logo from the signs and use commercially reasonable efforts to remove or replace all other references to the Facility Name and Facility Logo contained in all other official Facility materials and items as soon as practicable; and remove and either destroy or make available to Sponsor for pick-up all other Sponsor signage then displayed throughout the Facility. Upon termination Owner will be free to rename the Facility and shall cease and desist from referring to the Facility by the Facility Name and using the Facility Logo, except that reference by others to the established name or logo shall not be a violation of this Agreement or give rise to any legal or equitable claim or cause of action against either party hereto. Owner shall make reasonable efforts to notify parties contracting with Owner or its agents to cease and desist from referring to the Facility by the Facility Name. In addition, upon any such termination, Sponsor will cease and desist from referring to the Facility by the Facility Name or using the Facility Logo or including such reference in any marketing literature or campaign.

14. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS. Except as otherwise provided in this Section 14, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by Sponsor or Owner, except by written agreement by both Sponsor and Owner.

(a) (i) Owner may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational and/or financing purposes to another entity. The parties agree that the assignee of Owner, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of Sponsor.

(ii) The parties acknowledge and agree that Owner may delegate certain or all of its duties in connection with this Agreement.

(iii) If, during the Term of this Agreement, the Owner sells, transfers or conveys the Owner's interest in the Facility (including its right to name the Facility), such sale, transfer or conveyance shall be subject to the rights of Sponsor as contained in this Agreement, and Owner shall provide as part of said transaction to a third-party transferee that the transferee assumes Owner's rights and obligations herein. Upon such transfer to a third-party transferee, Sponsor shall look to the transferee for performance of Owner's duties and obligations under this Agreement, and Owner will be fully and completely released from liability to Sponsor under this Agreement.

(b) (i) Sponsor shall not assign or transfer this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of Owner; provided, however, that, if Sponsor is merged into (which constitutes a change in control or a renaming of Sponsor), acquired by, or sells all or substantially all of its assets to, a third party that is financially capable of performing Sponsor's duties and obligations hereunder (as determined by Owner in its sole discretion), then Sponsor shall have the right to assign or transfer this Agreement upon providing written notice to Owner, but without seeking or obtaining the consent of Owner. If Sponsor both assigns its rights and delegates its duties hereunder to a third party or affiliate pursuant to and as permitted by this paragraph and such person agrees in writing to be bound by the provisions hereof, Sponsor shall thereupon be released and discharged from any further liability or obligation hereunder. Sponsor agrees to provide Owner with such financial statements and other financial information as Owner may reasonably request in order for Owner to confirm the financial capabilities of any assignee or transferee hereunder.

(ii) Sponsor acknowledges and agrees that Sponsor does not have the right to sub-license any of its rights hereunder and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or Sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of Owner, which approval may be withheld in Owner's sole discretion.

15. CONFIDENTIALITY/NON-DISCLOSURE. With respect to the entering into of this Agreement, Sponsor and Owner shall not, and shall not permit any agent thereof, to issue any press release or make any public statement with respect thereto without mutual consent, except as may be required by law and then only with such prior consultation. The parties agree that the economic provisions of this Agreement are strictly confidential and shall not be disclosed by either party to any other person or entity without the prior written consent of

the other party, provided, however, that either party may make such disclosures (i) to its affiliates and lenders and the owners, officers, directors, employees, agents, and financial and legal advisors of each of them who have a need to know such information; (ii) as may be required by applicable law, rule or regulation or any court or other judicial body; and (iii) in connection with the sale of such party or its assets to another party.

16. REPRESENTATIONS AND WARRANTIES:

(a) Owner hereby represents and warrants to Sponsor as follows:

(i) Owner is duly organized and validly existing as a governmental subdivision existing under the laws of the State of Iowa and has the requisite power and authority to own, lease and operate its assets and to carry on its activities as they are presently being, and as they continue to be, conducted.

(ii) The execution, delivery and performance of this Agreement by or on behalf of Owner does not and will not: (A) violate any provision of Owner's organizational documents; (B) violate, conflict with, or result in the breach of any of the terms of any contract, mortgage, bond, indenture or other instrument, obligation, contract or agreement to which Owner is a party; (C) violate or conflict with any writ, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory agency or body by which Owner is bound; or (D) violate or conflict with any statute, law, regulation, rule or ordinance by which Owner is bound.

(iii) Owner has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement, and perform the transactions and obligations contemplated herein.

(iv) This Agreement has been duly executed and delivered by or on behalf of Owner and constitutes the legal, valid and binding obligation of Owner, enforceable in accordance with its terms (assuming due execution, delivery and performance by Sponsor), subject, however, to general principles of equity and the rights of creditors generally.

(b) Sponsor hereby represents and warrants to Owner as follows:

(i) Sponsor is duly organized and validly existing as a 501(c)(14) under the laws of Iowa and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its activities as they are presently being, and as they continue to be, conducted.

(ii) The execution, delivery and performance of this Agreement by Sponsor does not and will not: (A) violate any provision of its organizational documents; (B) violate, conflict with, or result in the breach of any of the terms of

any contract, mortgage, bond, indenture or other instrument, obligation, contract or agreement to which Sponsor is a party; (C) violate or conflict with any writ, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory agency or body by which Sponsor is bound; or (D) violate or conflict with any statute, law, regulation, rule or ordinance by which Sponsor is bound.

(iii) Sponsor has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and perform the transactions and obligations contemplated herein.

(iv) This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of Sponsor, enforceable in accordance with its terms (assuming due execution, delivery and performance by or on behalf of Owner), subject, however, to general principles of equity and the rights of creditors generally.

17. TERMINATION UPON DEFAULT; REMEDIES.

(a) A default shall be deemed to have occurred hereunder if:

(i) Sponsor defaults in the making of the payments required to be made by it under Section 4 hereof after Owner has given Sponsor at least thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment is due and payable;

(ii) Owner or Sponsor defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement on its part to be performed, such default is of a kind which is curable or remediable within a sixty (60) day period, and such default continues for a period of sixty (60) days after service of written notice of default;

(iii) Owner or Sponsor defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement, cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a sixty (60)-day period, such default continues beyond the end of the 60-day period after the service of a notice of default, and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to do the work required or to complete such other action as is required to cure or remedy the default in question;

(iv) There shall be filed against Sponsor or Owner in any court pursuant to any federal or state statute, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or

substantially all of said party's property and within one hundred and twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors;

(b) (i) Within a reasonable time after the occurrence of any default which is continuing, the non-defaulting party shall, if it so elects, have the right to terminate the Agreements upon giving the defaulting party notice of intention to terminate the Agreements and all rights of the defaulting party thereunder and, upon the effective date of such termination specified in such notice (which shall be not less than 10 days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

(ii) In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any other remedy allowed by law or in equity, including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

(iii) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein or by equity.

18. INDEMNIFICATION.

(a) To the fullest extent permitted by law, but subject to Section 18(d) below, Owner agrees to and hereby does indemnify, defend and hold harmless Sponsor and its shareholders, directors, officers, employees, and agents of and from any and all losses, liabilities, costs, expenses, damages, claims, demands, actions, suits, causes, judgments and obligations, including, but not limited to, reasonable attorneys' fees and expenses (collectively "Losses"), resulting from (i) any breach or failure of performance hereunder by Owner or any officer, director, agent, subcontractor or employee thereof; (ii) any negligent act or omission on the part of Owner or any officer, director, agent, subcontractor or employee thereof; (iii) any operations at or in respect of the Facility; (iv) the conduct of any event or the conduct of any business at the Facility; and (v) any other matter, cause or loss relating to or arising out of the Facility or any Facility or property excepting only Losses for which Sponsor is indemnifying Owner pursuant to Subsection 18(b) below. The provisions of this Subsection 18(a) shall survive any termination of this Agreement.

(b) Sponsor agrees to and hereby does indemnify, defend and hold harmless Owner and its shareholders, directors, officers, employees, and agents of and from any and all Losses resulting from (i) any breach or failure of performance hereunder by Sponsor or any officer, director, agent, subcontractor or employee thereof; (ii) any negligent act or omission on the part of Sponsor or any officer, director, agent, subcontractor, employee, guest or invitee thereof; and (iii) the content and/or use of the advertising and/or other commercial material which Sponsor furnishes for use pursuant to this Agreement. The provisions of this Subsection 18(b) shall survive any termination of this Agreement.

(c) In order to invoke this indemnity, the party seeking indemnification must (i) give the other party notice of the Loss giving rise to the liability as soon as reasonably practicable after becoming aware of the Loss or after receiving third party notice of the Loss, as the case may be (and in any event not more than thirty (30) days after any third party litigation is commenced asserting such claim), and (ii) cooperate with the other party in defending any third party claim, at the indemnifying party's expense.

(d) Notwithstanding anything to the contrary in this Agreement, the Owner does not waive any statutory immunity from municipal tort liability available to it under Iowa Code, Chapter 670 or other applicable law.

19. INSURANCE.

(a) During the Term hereof, Owner shall procure and maintain insurance in amounts and with coverage's suitable for a Facility of the nature, size and type of the Facility, in Owner's reasonable determination. Owner shall name Sponsor as an additional insured on all of Owner's liability policies with respect to the Facility and shall cause said policies to be endorsed to provide that they shall not be canceled or materially changed without at least thirty (30) days prior written notice Sponsor.

(b) Sponsor shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of Sponsor insuring its operations under this Agreement. Such General Liability Insurance shall be written with a limit of at least One Million Dollars (\$1,000,000) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents, contractors or subcontractors engaged by Sponsor in relation to its performance of this Agreement. Owner and Operator shall be listed as additional insureds under such policies. Sponsor shall provide evidence of such coverage prior to commencement of the term.

20. MISCELLANEOUS.

(a) Governing Law; Jurisdiction. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the State of Iowa, without regard to principles of conflicts of law. Venue for resolution of all disputes arising hereunder shall lie exclusively in the federal and state courts located in Polk County, Iowa.

(b) Entire Agreement. This Agreement and its Exhibits constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

(c) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (1) when delivered by personal delivery, (2) three (3) days after deposited in the United States mail, postage prepaid, or (3) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO SPONSOR:

8404 NW 62nd Avenue
Johnston, IA 50131
Attn: Josh Cook

IF TO OWNER:

c/o Global Spectrum, L.P.
730 3rd Street
Des Moines, IA 50309
Attn: General Manager

With a copy to:

Comcast Spectacor, L.P.
3601 S. Broad Street
Philadelphia, PA 19148
Attn: General Counsel

(d) Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) Headings Only for Reference. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.

(g) Status of Parties. Sponsor and Owner shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing

contained in this Agreement shall be determined to create a partnership or joint venture between Sponsor and Owner.

(h) Waiver. The waiver by either Sponsor or Owner of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement. In order to be binding, any waiver must be in writing and signed by the party against whom enforcement is sought.

(i) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Employee Status. It is understood and agreed that no agent, servant or employee of Sponsor or any of its agents or subcontractors shall be, under any circumstances, deemed an agent, servant or employee of Owner and that no agent, servant or employee of Owner or any of its agents or subcontractors shall be, under any circumstances, deemed an agent servant or employee of Sponsor.

(k) Operator as Agent. In all matters pertaining to this Agreement and performance hereunder, Operator shall be and be deemed to be the agent and attorney-in-fact for Owner. In such regard, Sponsor shall be entitled to rely upon any invoice, consent, notice or waiver of, from or to Operator.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMMUNITY CHOICE CREDIT UNION

By: _____

Name: Roger W. Reiser

Title: President / CEO

Date: _____

GLOBAL SPECTRUM L.P., AS AGENT

By: _____

Name: Chris Connolly

Title: General Manager

Date: _____

ACKNOWLEDGED AND APPROVED:

POLK COUNTY, IOWA

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
of the
Advertising and Sponsorship Agreement
between
Global Spectrum L.P., as agent,
and Community Choice Credit Union

Facility Logo



COMMUNITY CHOICE CREDIT UNION

GLOBAL SPECTRUM LP, AS AGENT

By: _____

By: _____

Name: Roger W. Reiser

Name: Chris Connolly

Title: President / CEO

Title: General Manager

Date: _____

Date: _____

EXHIBIT B

Elements/Benefits to be provide to Sponsor each Contract Year, subject to the terms and conditions of the Agreement:

(a) Marquee. The parties recognize the existence of the freestanding outdoor electronic marquee (the "**Marquee**"), which serves as the central marquee sign entrance to the Facility. The Marquee shall include the Facility Name displayed at its base. The Marquee may, among other things, promote current and future events at the Facility. The Marquee shall remain the property of Owner.

(b) Other Exterior Signage. During the Term, Owner shall prominently display the Facility Name on the following signs, each of which shall be subject to Sponsor's reasonable approval with respect to design and specifications:

- North Wall – Located on the northeast (3rd & Crocker) wall of Convention Center
- West – Exterior Marquee Located in front of Building located on 5th Avenue
- South Wall – Located on the south wall of Convention Center facing downtown
- Exterior Doors – Convention Center logo on all public exterior glass doors leading into Convention Center
- Exterior Marquee Video Board Signage – video messaging on the two (2) Iowa Events Center exterior marquees located on 3rd and 5th streets
- Exterior Directional Signage – Inclusion on any exterior directional signage specific to Convention Center located on Iowa Events Center grounds.

(c) Interior Signage and Advertising. During the Term, Owner shall display the Facility Name or Sponsor advertising (as specified below) on the following interior advertising signs and elements and provide Sponsor with the following additional rights and benefits:

- Iowa Events Center Interior Directional Signage – Facility name inclusion on interior directional signage specific to Convention Center located in Iowa Events Center Buildings, or Skywalk.
- Convention Center Directional Signage – Facility name inclusion on interior directional signage in Convention Center.
- Glass Inlay – Logo inclusion in two (2) glass panels located on each side of entry way to Memorial Hall (logo used to be mutually determined by sponsor and operator)
- Lobby Signage – Facility name and sponsor signage placement in lobby of Convention Center (size and locations to be mutually agreed upon)
- Lobby Kiosk – Ability to build out two (2) kiosks located in the east and west lobby's of Convention Center for sponsor advertising (size and location to be mutually agreed upon)

- Pre-Approved Giveaways to hand out to patrons for sponsor advertising (items must be approved by operator; restrictions may apply based on events taking place at facility)
 - Ability to man kiosk during all public “ticketed” events held at Iowa Events Center.
 - Ability to man kiosk at select private events with permission of promoter/organization of event if using the public space for a specific purpose and requests your kiosk not be manned during a specific time period (i.e. cocktail reception, private trade show, or meeting). Every effort will be made to ensure opportunity in “private” events.
- Plasma TV System – Exposure on nine (9) plasma screens located throughout the pre-function space of Convention Center for sponsor advertising. Ability to run messaging throughout the day.
 - Room Monitor Watermark – Ability to have logo watermarked into twenty four meeting room scheduling monitors located outside of room in main corridor for facility name (logo to be mutually agreed upon by both parties)
 - HD Projection Screens – Ability to display images on eight high definition projectors that will display 30’ wide x 16’ tall images on the walls for sponsor advertising (ability and layout of projectors has not been determined at this time; details and timing will need to be worked out and mutually agreed upon)
 - ATM Machines – Sponsor has the right to install and operate two (2) ATM machines located in east and west lobby of the Facility. ATM specifications will be mutually agreed upon by both parties (i.e., processing fees and terms). The location of the ATMs and the details concerning their installation, operation and maintenance shall be as mutually agreed between the parties. Owner shall provide Sponsor with “roughed-in” unfinished areas for the ATM installations, which shall include hook-ups for appropriate utilities, and Sponsor shall bear the costs of the build and fit-out of the space with the ATM equipment, including hook-up connections, as well as any additional features reasonably deemed necessary by Sponsor (such as cameras, locks and additional lighting). Sponsor shall perform such installation and maintain the same in accordance with all applicable laws, rules and regulations and shall not permit any liens to attach to the Facility in connection with such work. All utilities, site maintenance and operating costs shall be borne solely by Sponsor.
 - Skywalk Signage – Ability to hang five (5) banners along north side of skywalk for sponsor advertising (size and material to be mutually agreed upon by both parties)

(d) Miscellaneous Facility Name or Facility Logo Identification.

During the Term, Owner shall have the Facility Name or Facility Logo identification included with all official Facility references, including, letterhead stationery, business cards, envelopes, news or press releases generated by Owner or licensees or their respective agents, announcements of coming events, printed event schedules and other printed advertising or promotional brochures, banners, posters, merchandise or other materials of or relating to the Facility, and public address announcements for the Facility during Facility events; provided, however, (a) that with respect to this clause, Owner may also allow the names or logos of other companies (other than Competitors as defined in Section 7 above) to appear on such items, and

(b) Owner, Operator, Facility users/licensees and other parties may, when referring to the Facility together with any other facilities that make up the Iowa Events Center (whether in advertising materials, when a Facility user/licensee is also using other facilities within the Iowa Event Center, or otherwise), reference “Iowa Event Center” or the Iowa Event Center logo in lieu of the Facility Name or Facility Logo on the materials referenced in this paragraph.

(e) Miscellaneous Marketing and Advertising Opportunities. During the Term, Sponsor shall have the right to engage in various cooperative marketing opportunities with Owner, including sponsorship of or participation in the following:

- Grand Opening Events:
 - Participation in complete marketing campaign to announce Sponsor as advertising partner:
 - Press Release, Blog, Facebook, Twitter, You Tube to increase awareness and extend exposure
 - Press announcements and inclusion in all grand opening activities
- Subject in the case of each event to the approval of the promoter or licensee of such event, Sponsor shall have the ability to market to patrons from lobby and skywalk kiosks on-site during events taking place at the Facility or on the skywalk prior to such events.
- Other TBD marketing campaigns/promotions with the Iowa Events Center throughout the duration of your contract. These campaigns/promotions may take place in the building, at your branch locations, through social media and our websites, and any other creative form or communication.
- Recognition on Iowa Events Center Website as Advertising and Sponsorship Partner with links to Sponsors website.
- Community Choice Credit Union Convention Center at Veterans Memorial logo and link on sponsor website.
- “Parketing” in lot for sponsor advertising six (6) event days per contract year.
 - “Parketing” may include: Event staff handing out flyers to patrons as they enter the parking lot, or Community Choice Credit Union Staff setting up space in lot or on deck adjacent to lot to some type of marketing promotion. (all promotions and must be pre-approved by operator; restrictions may apply based on events taking place at facility)
- Ability to provide coasters, pads of paper, pens, and other building branded items for facility branding, at sponsors expense.
- Two (2) preferred parking tags assigned to Sponsor each year of agreement to be used in far north and near north parking lots.
- Wells Fargo Arena (the “Arena”) Elements:
 - LED Fascia - Premier Exposure on LED Fascia Ribbon board for sponsor advertising (minimum 3 to 5 minutes exposure) (960’ linear feet x 2’6” high)

*restrictions apply as they pertain to the Arena’s exclusive naming rights agreement

- Bath Room Mirror Signage – signage on all mirrors located in Arena restrooms for sponsor advertising. Size to be mutually agreed upon and cannot impede on patrons use of mirror. *restrictions apply as they pertain to the Arena’s exclusive naming rights agreement
- Right to utilize one (1) Founders Suite at the Arena (the “**Suite**”); provided that Sponsor enters into the Arena’s standard form Suite License Agreement (the “**Suite License**”), which contains the Arena’s standard use terms, rules, regulations and conditions for luxury suites at the Arena. The term of such Suite License shall be ten (10) years, but shall terminate automatically upon any termination of this Agreement. Sponsors acknowledges that the cost of any food, beverages, or other goods or services provided in connection with its use of the Suite shall be additional charges, to be paid for by Sponsor upon receipt of invoice from Owner or the Arena concessionaire.
- Ticket Purchasing – Ability to purchase (for an additional cost) eight (8) best available tickets on an event by event basis prior to public on sale (unless restricted by the Event Promoter)

▪ Convention Center Usage

- Sponsor may use the Facility Ballroom rent free up to six (6) days per year--space and dates to be mutually agreed upon (dates do not carry over from year to year) (Sponsor will pay all operating costs associated with renting the space)
- Sponsor may utilize Facility Meeting Rooms/Boardrooms rent free up to eight (8) days per year—limited to two (2) rooms per day
 - o Open boardroom usage based on availability
 - o Sponsor will pay all operating costs associated with renting the space

(f) Sponsor shall be provide each Contract Year with a food and beverage credit, for use in connection with events at the Facility (excluding Sponsor Suite) hosted by Sponsor and catered by the Facility’s in-house food service provider (currently Ovations Food Services). Such credits shall be used in the applicable Contract Year for the foregoing purpose only and shall not “carry over” from year to year and not transferrable to any other party or for use in any other manner. The food and beverage credits shall be in the following amounts:

<u>Contract Year</u>	<u>Annual Credit</u>
Years 1 – 3	\$15,000
Years 5 – 6	\$18,000
Years 7 – 10	\$20,000
